

**34. SCHEDULE 34:**

**AD HOC WASTE**

## **Schedule 34 (Ad Hoc Waste)**

### **Part 1: Definition of Ad Hoc Waste**

**"Ad Hoc Waste"** means those categories or components of Contract Waste which if either:

- (a) Received separately by the Contractor or a Contractor Related Party;
- (b) segregated from other Contract Waste by the Contractor or a Contractor Related Party; or
- (c) identified out of Contract Waste by the Contractor or Contractor Related Party

(where so Received, segregated or identified) require in accordance with all or any of Good Industry Practice, Consents, Guidance, Legislation and the terms of this Contract segregation from and different treatment from other Contract Waste and which cannot be sent to Non Hazardous Waste Landfill including (without limiting the generality of the foregoing) the following types of Waste:

- (a) Abandoned vehicles (except vehicle contents which may require disposal as Contract Waste unless such contents themselves constitute Ad Hoc Waste);
- (b) Refrigerators and freezers;
- (c) Asbestos;
- (d) Tyres;
- (e) Hazardous Waste (which without limitation will include any WEEE which by its nature, volume or manner of presentation is Hazardous Waste);
- (f) Waste which has been flytipped or extracted from Contract Waste received for processing at the MBT Facility or IVC Facility which is WEEE;
- (g) Dead domestic pets and animal carcasses;
- (h) Gas cylinders;
- (i) Pressurised containers;
- (j) Fire extinguishers;
- (k) Batteries (domestic and car);
- (l) Car parts;
- (m) Oils;
- (n) Paints;

- (o) Toner cartridges;
- (p) Caravans and trailers;
- (q) Fluorescent light tubes;
- (r) Radioactive material;
- (s) Animal faeces;
- (t) Fibreglass loft insulation;
- (u) Petrol or other inflammable fuels;
- (v) Fireworks;
- (w) Flares;
- (x) Bombs and unexploded ordnance;
- (y) Animal By-Products (as defined in the Animal By-Products Regulations 2005 (SI 2347));
- (z) Liquid Waste not falling within the Waste Management Licence or PPC Permit applicable to the relevant Facilities or Landfill Site and including slurry, waste water, cooking oil, blood and other liquid waste from butchery;
- (aa) Gypsum based products such as plasterboard;
- (bb) Clinical Waste; and
- (cc) Chemical waste not falling within the Waste Management Licence or PPC Permit applicable to the relevant Facilities or Landfill Site and including pesticides and solvents.

## **Part 2: Identification of Ad Hoc Waste**

1. In the event that the Contractor Receives Contract Waste which, acting reasonably and properly, it believes is Ad Hoc Waste of a type not listed as items (a) to (cc) in the definition of Ad Hoc Waste at Part 1 (Definition of Ad Hoc Waste) to this Schedule 34 (Ad Hoc Waste) then the procedure set out in paragraph 2 to 5 of this Part 2 (Identification of Ad Hoc Waste) shall be applied.
2. **NOTIFICATION**
  - 2.1 After evaluation and inspection, where Contract Waste has been identified by the Contractor as Ad Hoc Waste of a type not listed as items (a) to (cc) in the definition of Ad Hoc Waste at Part 1 (Definitions of Ad Hoc Waste) to this Schedule 34 (Ad Hoc Waste) the Contractor, shall as soon as is reasonably practicable notify the Authority by telephone or e-mail.
3. **JOINT INSPECTION**
  - 3.1 Except in cases of emergency as notified by DEFRA , the Environment Agency or other such similar body or a restriction imposed by Laws any Contract Waste in respect of which the Authority has been notified under paragraph 2 (Notification) above shall (unless the Authority confirms that the procedures set out in paragraphs 3, 4 and 5 are not required and that the Contract Waste is deemed to be Ad Hoc Waste (as applicable)) be stored separately at the relevant Facility for up to two Business Days pending a joint inspection by the Contractor and the Authority. The Contractor shall make facilities and access available for such inspection during these two Business Days. Where the Authority notifies the Contractor that a joint inspection is not possible within such timeframe the Contractor shall provide the Authority with photographic evidence of the relevant Contract Waste to facilitate a remote inspection by the Authority within such timeframe.
4. **AGREED AD HOC WASTE**
  - 4.1 Where the Contractor and the Authority agree within two Business Days of the Authority receiving the notification under paragraph 2 above that the relevant Contract Waste is Ad Hoc Waste then the Ad Hoc Waste shall be removed by the Contractor and disposed as appropriate to the nature of the Ad Hoc Waste.
  - 4.2 In the event that the Authority has not confirmed either its agreement or disagreement within the period of two Business Days as specified in paragraph 2 above then the Contract Waste shall be deemed to be Ad Hoc Waste.
5. **FAILURE TO AGREE**
  - 5.1 Where the Contractor and the Authority fail to agree under paragraph 4 above whether the Contract Waste is Ad Hoc Waste where paragraph 2 does not apply, the Contract Waste shall be subject to the requirements of paragraph 5.2 and 5.3 below.

- 5.2 The Contractor and the Authority shall appoint a suitably qualified and experienced independent third party to undertake an evaluation of the Contract Waste. If the Parties fail to agree an independent third party to undertake the evaluation within 24 hours of the failure to agree under paragraph 4.1 above, then such independent third party shall be nominated by the president for the time being of TeCSA in accordance with Clause 113.4.1.7 of the Project Agreement .
- 5.3 If the independent third party determines that the Contract Waste:
- 5.3.1 is Ad Hoc Waste (as applicable) the independent third party's costs of the evaluation shall be paid by the Authority;
  - 5.3.2 is not Ad Hoc Waste then the independent third party's costs of the evaluation shall be paid by the Contractor.